

<i>SERFF Tracking Number:</i>	<i>ELAS-125815559</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40259</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST Series 900</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST Series 900/2008TSA(900)</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: EQUI-VEST Series 900 SERFF Tr Num: ELAS-125815559 State: ArkansasLH

TOI: A02.1G Group Annuities - Deferred Non-Variable and Variable SERFF Status: Closed State Tr Num: 40259

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Allison LaChapelle Disposition Date: 09/19/2008

Date Submitted: 09/15/2008 Disposition Status: Approved

Implementation Date Requested: 10/17/2008 Implementation Date:

State Filing Description:

General Information

Project Name: EQUI-VEST Series 900

Project Number: 2008TSA(900)

Requested Filing Mode:

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/19/2008

State Status Changed: 09/19/2008

Corresponding Filing Tracking Number:

Filing Description:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Deemer Date:

SERFF Tracking Number: ELAS-125815559 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40259

Company Tracking Number:

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: EQUI-VEST Series 900

Project Name/Number: EQUI-VEST Series 900/2008TSA(900)

Please see attached filing letter.

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President gprato@mony.com
1290 Avenue of the Americas, 14th Floor (212) 314-5710 [Phone]
New York, NY 10104 (212) 314-4561[FAX]

Filing Company Information

AXA Equitable Life Insurance Company	CoCode: 62944	State of Domicile: New York
1290 Avenue of the Americas, 14-10	Group Code: 968	Company Type: LIFE Insurance
New York,, NY 10104	Group Name:	State ID Number:
(212) 314-2921 ext. [Phone]	FEIN Number: 13-5570651	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$40.00
Retaliatory?	No
Fee Explanation:	DOI Filing Fee is \$ 20.00 per form.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$40.00	09/15/2008	22503970

<i>SERFF Tracking Number:</i>	<i>ELAS-125815559</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	09/19/2008	09/19/2008

<i>SERFF Tracking Number:</i>	<i>ELAS-125815559</i>	<i>State:</i>	<i>Arkansas</i>
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Disposition

Disposition Date: 09/19/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125815559 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40259

Company Tracking Number:

TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable

Product Name: EQUI-VEST Series 900

Project Name/Number: EQUI-VEST Series 900/2008TSA(900)

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variable Material		Yes
Supporting Document	Filing Letter		Yes
Form	TSA Endorsement		Yes
Form	TSA Endorsement		Yes

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TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
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Form Schedule

Lead Form Number: 2008TSA(900)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008TSA(900)	Policy/Cont	TSA Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			TSA CERTIFICAT E ENDORSEM ENT SERIES 900 (STRATEGIE S) 2008TSA(900) .pdf
	2008TSAGAC(900)	Policy/Cont	TSA Endorsement ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			TSA CONTRACT ENDORSEM ENT SERIES 900 (STRATEGIE S) 2008TSAGAC (900).pdf

AXA EQUITABLE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TSA CERTIFICATES

In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company (“AXA Equitable”) “You” and “your” mean the Participant.

This Endorsement is part of your Certificate, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained under the Contract, except as modified below.

When issued with this Endorsement, and as specified in the Data Pages, this Certificate is an annuity contract which meets the requirements of Section 403(b) of the Code (a “TSA Certificate”). This TSA Certificate is established for the exclusive benefit of you and your beneficiaries. Also, your rights under this TSA Certificate are not forfeitable. The provisions of this Endorsement supersede any inconsistent provisions of the Contract, Certificate or any other Rider or Endorsement.

PART I-DEFINITIONS

The following language replaces the existing language in the Section:

SECTION 1.11-CERTIFICATE

“Certificate” means this Certificate, which is intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is intended to be purchased in connection with an employer’s plan under Section 403(b) of the Code. This TSA Certificate is intended to be a 403(b) Contract as defined below.

The following language replaces the existing language in the Section:

SECTION 1.12-CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to “the Code” in this Certificate include references to applicable Federal income tax Regulations.

The following language replaces the existing language in the Section:

SECTION 1.16-CONTRIBUTION

“Contribution” means a payment made to us for you with respect to a Certificate purchased for you under the Plan.

The following new Section is added:

SECTION 1.16A-ELECTIVE DEFERRAL CONTRIBUTIONS

“Elective Deferral Contributions,” means “Salary Reduction” Contributions under Section 402(g) of the Code, and also includes “Roth Elective Deferral Contributions” or “Roth

Salary Reduction Contributions” which are designated Roth Contributions under Section 402(g) and 402A of the Code, any of which may be made under the Plan and forwarded to us by the Employer or the Employer's Designee.

The following language replaces the existing language in the Section:

SECTION 1.17-EMPLOYER

“Employer” means the entity which sponsors a 403(b) plan and that makes Contributions on your behalf to purchase this Certificate. An Employer must be either: (i) an organization described in Section 501(c)(3) of the Code which is exempt from Federal income tax under Section 501(a) of the Code; or (ii) a State, political subdivision of a State, or an agency or instrumentality of any one or more of the foregoing, in connection with services performed by an employee for an educational organization described in Section 170(b)(1)(A)(ii) of the Code.

The following new Section is added:

SECTION 1.17A-EMPLOYER'S DESIGNEE

“Employer's Designee” includes any person(s) authorized and designated by the Employer to act on behalf of the Employer in the specified functions under the Plan, as communicated to us in documentation acceptable to us.

The following new Section is added:

SECTION 1.19A-403(b) CONTRACT

“403(b) Contract” means a nontransferable annuity contract, as defined in Section 403(b)(1) of the Code, established for each plan participant by the employer sponsoring a 403(b) plan, or by each participant individually, which is issued by an insurance company qualified to issue annuity contracts in this State, and that includes payment in the form of an annuity, and which is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code. The term “403(b) Contract” includes for this purpose an individual certificate issued to a participant under a group annuity contract.

The following new Section is added:

SECTION 1.19B-403(B) PLAN FUNDING VEHICLE.

“403(b) Plan Funding Vehicle” means any of the following: (i) 403(b) Contract, (ii) a custodial account under Section 403(b)(7) of the Code, or (iii) any other investment permitted under the Code as a funding vehicle for a 403(b) plan.

The following language replaces the existing language in the Section:

SECTION 1.28-PLAN

“Plan” means a plan established, maintained and intended to qualify under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees.

The following new Section is added:

SECTION 1.28A-PLAN ADMINISTRATOR

The term “Plan Administrator” means the person designated as such, and as reported to us by the Employer.

The following new Section is added:

SECTION 1.33A-REQUIRED MINIMUM DISTRIBUTION PAYMENTS

“Required Minimum Distribution Payments ” means the payments from or with respect to this Certificate that are required by Sections 403(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS, ALLOCATIONS AND DISCONTINUANCE

The following language replaces the existing language in the Section:

SECTION 3.01-CONTRIBUTIONS

General. We indicate in this Section and the Data Pages any limits on the type, source or amount of Contributions we will accept.

The Employer makes Contributions to this Certificate under the terms of the Plan.

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications. If we determine that an Applicable Tax Charge applies to Contributions, we reserve the right to reduce Contributions by the amount of any Applicable Tax Charge before Contributions are allocated among the Investment Options under the Certificate.

If the Plan contains a vesting schedule, whereby amounts must be forfeited upon failure to satisfy the vesting schedule, the Employer or the Employer’s Designee must identify which Contributions, if any, are subject to the vesting schedule, unless otherwise agreed upon between the Employer and us. The Employer or the Employer’s Designee must report any forfeiture to us as described in the section on “Forfeitures/Forfeiture Account”.

A. Contributions to be made by the Employer or Employer's Designee.

All Contributions to this Certificate must be remitted by the Employer or the Employer's Designee unless they are direct transfer Contributions or rollover Contributions. Direct transfer or rollover Contributions may not be made to this Certificate unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Certificate directly from another contract exchanged under the same plan or a plan-to-plan transfer.

B. *Limits on Contributions; Corrections of excess Contributions.*

Contributions to the Certificate (other than any rollover or direct transfer Contributions which are permitted under the Plan) are limited. Annual additions to the Certificate cannot exceed the applicable limitations of Section 415 of the Code.

Salary Reduction Contributions are “Elective Deferral Contributions” and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Certificate and all other plans, contracts or arrangements with your Employer. If Elective Deferral Contributions made for you for any calendar year exceed the permissible limitation for you for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to you by April 15 of the following calendar year or such later date that may be prescribed by the Code.

Corrective distributions of amounts in excess of amounts permitted to be contributed to the Certificate are subject to a Withdrawal Charge, unless otherwise specified in the Certificate.

If we are notified or we determine that any Contributions would cause this Certificate not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of you and your beneficiaries.

We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for you. We will make corrective distributions or separate allocations of amounts reported to us as being excess Contributions if reported in a manner acceptable to us by the Employer or the Employer's Designee.

C. *Sources or Types of Contributions to the Certificate.*

Before making Contributions to the Certificate the Employer or the Employer's Designee will report in a manner acceptable to us the types or sources of Contributions it may make or permit to be made to the Certificate under the Plan. We do not accept any Contributions unless we have documentation acceptable to us that such Contribution is permitted under the Plan.

Unless otherwise reported to us by the Employer regarding the terms of the Plan, and unless otherwise indicated in this Section, Contributions to this Certificate may be made from the following sources or types of Contributions, and any other source or type of Contribution permissible under the Code.

(1) Contributions remitted by the Employer or the Employer's Designee:

Salary Reduction Contributions made on a pre-tax basis, including “catch-up” contributions under Sections 402(g) or 414 of the Code;

Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including “catch-up” contributions under Sections 402(g) or 414 of the Code;

Employer matching contributions under Section 401(m) of the Code;

Employer non-matching contributions under Section 415 of the Code; and

Non-Roth employee after-tax contributions under Section 415 of the Code.

If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

(2) *Contributions not remitted by the Employer or the Employer's Designee:*

Direct transfer Contributions that are contract exchanges under the same plan;

Plan-to-plan direct transfer Contributions; and

Rollover Contributions from another eligible retirement plan.

In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately accounted for amounts directly transferred to this Certificate. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Certificate.

A direct transfer Contribution is a direct transfer of funds from another 403(b) plan or another 403(b) Plan Funding Vehicle under the same plan ("Transferred Funds"). If you make a direct transfer Contribution, you must inform us at the time of making the Contribution the portion, if any, of the Transferred Funds that is (a) exempt from restrictions on distribution described in the Section, "Restrictions on Withdrawals, Distributions and Payments" and (b) eligible for delayed distribution as described in the Section, "Required Minimum Distribution Rules". If you do not tell us, then we will treat all Transferred Funds as being subject to the applicable withdrawal, distribution and payment restrictions and minimum distribution requirements of the Code.

We will also accept any other type of contribution to a 403(b) plan permitted under the Code to which we and the Employer agree.

The Employer or the Employer's Designee must indicate the source or type of the Contribution to this Certificate at the time the Contribution is made. We will separately account for the different types of Contribution sources, so that the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" apply separately to different types of Contributions as required or permitted by law.

We are not responsible for determining whether the Employer or the Employer's Designee has correctly characterized any type of Contribution. If the Employer or the Employer's Designee fails to indicate the source or type of the Contribution, we will treat the Contribution as being subject to the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" until you are severed from employment with the Employer.

PART V – DISTRIBUTIONS AND DEATH BENEFITS

The following Section is renamed "Restrictions on Withdrawals, Distributions and Other Payments," and the following language replaces the existing language in the Section:

SECTION 5.01-RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS

General. No amount may be withdrawn, distributed or paid from this 403(b) Contract unless and until permitted under the Plan and the Code. We will not process withdrawals or other transactions unless we receive contemporaneous documentation acceptable to us that such transaction is permitted under the Plan.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Certificate.

Definitions used in this Section:

Salary Reduction Contribution Restricted Amounts. The amounts described in this Section which are attributable to Salary Reduction Contributions (Elective Deferral Contributions) and which are subject to the restrictions described in Section 403(b)(11) of the Code and this Section (hereafter referred to as "Salary Reduction Contribution Restricted Amounts").

Grandfathered Salary Reduction Contribution Amount. The amount of your December 31, 1988 account balance, if any. If this 403(b) Contract was issued after December 31, 1988, "Grandfathered Salary Reduction Contribution Amount" refers to the amount of your December 31, 1988 account balance, if any in a 403(b) Plan Funding Vehicle, provided in documentation acceptable to us on the direct transfer of such amount to this 403(b) Contract.

Restrictions on Amounts Attributable to Salary Reduction Contributions

The restrictions of this paragraph apply to these funds:

Any funds attributable to Contributions made pursuant to a salary reduction agreement with the Employer, including earnings on such Salary Reduction Contributions, less any "Grandfathered Salary Reduction Contribution Amount" as defined above in this Section.

Withdrawals, distributions or other payments of Salary Reduction Contribution Restricted Amounts may not be made until you (i) reach age 59 1/2, (ii) have a severance from employment with the Employer; (iii) die; (iv) become "disabled" under Section 72(m)(7) of the Code; (v)

suffer hardship under Section 403(b)(11) of the Code, or (vi) meet the conditions and limitations under any other circumstances permitted under Section 403(b)(11) of the Code. Withdrawals of Salary Reduction Contributions (but not any earnings credited thereon) may be made in the case of hardship. If you request a withdrawal of Salary Reduction Contribution Restricted Amounts on the grounds of disability or hardship you must furnish to us proof of such disability or hardship as may be required by the Plan, the Code, and applicable Treasury Regulations in a form satisfactory to us.

Restrictions on Amounts Attributable to Transfers from Custodial Accounts

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like "Salary Reduction Contribution Restricted Amounts." Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions nor any credited earnings.

Other Restrictions on Distributions; Restrictions on Other Amounts

If this Certificate is purchased pursuant to an ERISA Plan, the Section on "Special Annuity and Spousal Consent Rules" also applies to a request for any withdrawal, distribution, payment or transfer from this Certificate.

The following restriction applies to Certificates issued after December 31, 2008, and to any amounts under the Certificate which are neither attributable to (i) Salary Reduction Contributions nor (ii) non-Roth employee after-tax Contributions. In-service distributions prior to your severance from employment of any amounts in the preceding sentence may be made on the prior occurrence of a specified event, after a fixed number of years, the attainment of a stated age, or specified disability only if and as provided under the Plan. This restriction also applies to Certificates issued before December 31, 2008, where the Employer or Employer's Designee reports in a manner acceptable to us that amounts are restricted from distribution under the terms of the Plan.

Distributions that may be made from this 403(b) Contract

Distributions may be made from this 403(b) Contract when we receive documentation acceptable to us that the following distributions are permitted or required under the Plan or Code:

This 403(b) Contract has been issued under an automatic enrollment provision in the Plan and you request a distribution of the amounts under this Certificate within 90 days of the first Contribution;

A distribution must be made from the sources or types of Contribution in the amount necessary to correct any excess deferrals or other excess contributions as provided in the "Contributions" Section of this Certificate;

A distribution must be made pursuant to a qualified domestic relations order in accordance with Treasury Regulation §1.403(b)-10(c);

You are requesting a distribution from non-Roth after-tax employee Contributions separately accounted for;

You are requesting a distribution from rollover Contributions separately accounted for;

The Plan is terminating under Treasury Regulation §1.403(b)-10(a) and requires distribution of all accumulated benefits under the Plan; or

Any other distribution under the conditions permitted under the Code.

Transfers

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, you may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, "Withdrawal Charges" will be imposed on transfers. Transfers of Cash Value while you have an outstanding loan are limited as described in the Section, "Loans."

The following language replaces the existing language in the Section:

SECTION 5.02-GENERAL WITHDRAWALS

All withdrawal requests will require the written authorization of your Employer or your Employer's Designee in a form acceptable to us, specifying the portion of your Annuity Account Value that is available for distribution, the amount to be withdrawn and the Investment Option(s) from which the withdrawal is to be made. Withdrawals are subject to the restrictions in the section "Restrictions on Withdrawals, Distributions and Other Payments."

Following receipt of written notice, we will pay or if requested, transfer or directly rollover to another contract or custodial arrangement that meets the requirements of Section 403(b)(1), Section 403(b)(7), or such eligible qualified plan or arrangement as permitted by applicable law, the lesser of the Cash Value, less any funds restricted in accordance with the section "Restrictions on Withdrawals, Distributions and Other Payments", and the amount requested. This amount paid, transferred or directly rolled over, plus any applicable withdrawal charge in accordance with Part IX "Withdrawal Charges" will be withdrawn from the Investment Options. Unless instructed otherwise, the amount withdrawn (including any withdrawal charge) will be deducted from the Investment Options in proportion to the amounts in such Investment Options.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Certificate.

We may decline to accept a request for a withdrawal of less than the minimum withdrawal amount stated in the Data Pages, or where the withdrawal would violate the provisions of this Section or the Section "Spousal Annuity and Consent Rules". If a withdrawal made under this

section would result in an Annuity Account Value of less than the amount stated in the Data Pages, we will inform you and we reserve the right to terminate your participation under the Contract in accordance with the section “Participant Accounts”.

Prior to making any payment, we may request from the Employer or your Employer’s Designee such information which may include a certification as we may reasonably require to determine if the withdrawal, alone or together with any previous withdrawal made by you is necessary and proper under the terms of the Employer’s Plan.

We will pay any amount payable under this subsection as the Employer or your Employer’s Designee directs in writing and such payment will fully discharge us from all liability with respect to the amount paid.

The following language replaces the existing language in the Section:

SECTION 5.03-DIRECT ROLLOVER WITHDRAWALS

Unless otherwise instructed by your Employer or your Employer’s Designee, any withdrawal request for a direct rollover from your Certificate must be made through your Employer.

You may elect to have all or any portion of your Cash Value paid directly to another “eligible retirement plan” in a “direct rollover transaction” as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in the “Beneficiary” Section of this Certificate, may also elect a direct rollover of the Death Benefit described in the “Death Benefit” Section of this Certificate.

In order to elect this option all of the following requirements must be met:

- (a) The recipient of the distribution must be an eligible retirement plan maintained for your benefit (or for the benefit of your surviving spouse).
- (b) The distribution must not include any after-tax contributions under this Certificate except as otherwise permitted under the Code.
- (c) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section, “Required Minimum Distribution Rules”, below). We reserve the right to determine the amount of the Required Minimum Distribution. If you have elected a payment option under Part VII of this Certificate, “Annuity Benefits and Required Minimum Distributions”, which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code. For purposes of Section 401(a)(31) of the Code, amounts in the Roth Elective Deferral Contribution account may be directly rolled over only to another plan maintaining a designated Roth contribution account or to a Roth IRA.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and you do not elect to either (i) receive the distribution yourself, or (ii) specify an eligible retirement plan to receive the distribution in a direct rollover, then we will directly roll over the distribution to an individual retirement plan designated by the Employer or the Employer's Designee.

The following language replaces the existing language in the Section:

SECTION 5.04-DEATH BENEFIT

Payment of the death benefit is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code. See Section 7.06B, "Required Minimum Distribution Rules-Payments After Your Death".

Upon our receipt of due proof of your death and any required instructions, information and forms necessary to effect the payment (the Transaction Date), we will pay to your Beneficiary the amount of the death benefit. We will pay the death benefit in the form elected by your Beneficiary and reported to us by the Employer or the Employer's Designee. Subject to the rules and laws then in effect, your Beneficiary may elect:

- (a) to receive the death benefit in a single sum;
- (b) to apply the death benefit to purchase an Annuity Benefit in a form that we currently offer;
- (c) to apply the death benefit to provide any other form of benefit that we offer.

If you so elect in writing any amount that would otherwise be payable to a Beneficiary in a single sum will be applied to provide an Annuity Benefit. Subject to our rules then in effect, such election may be changed during your lifetime. Any such change must be made in writing in a form acceptable to us. Your election cannot be changed by the Beneficiary. If at your death there is no election in effect, the Beneficiary may make such an election. In the absence of any election by either you or your Beneficiary, we will pay the death benefit in a single sum.

The amount of the death benefit is equal to the greater of (i) the Annuity Account Value (without any negative market value adjustment that would otherwise apply) as of the Transaction Date less any unpaid loan balance including interest due but not paid, and (ii) the minimum death benefit. The minimum death benefit is the sum of all Contributions less any withdrawals, withdrawal charges (if applicable), and less any unpaid loan balance including interest due but not paid. Withdrawals will reduce the minimum death benefit on a pro rata basis. Reduction on a pro rata basis means that we calculate the percentage of your current Annuity Account Value that is being withdrawn and we reduce your current minimum death benefit by that same percentage. The amount of any death benefit payable may be reduced by the amount of any forfeiture that applies as reported by the Employer as described in the section "Forfeitures/Forfeiture Account".

The payment of the death benefit is subject to the requirements of ERISA, if applicable.

The death benefit will not be paid under this Section 5.04 if the "Beneficiary Continuation Option" under Section 5.05 is in effect.

Enhanced Death Benefit

If you elect the Enhanced Death Benefit the following will apply to the amount of the death benefit instead of the amount of the death benefit described above. The amount of the death benefit will be equal to the greater of (i) the Annuity Account Value (without any negative market value adjustment that would otherwise apply) as of the Transaction Date less any outstanding loan and accrued loan interest, and (ii) the Enhanced Death Benefit as of the date of your death.

On the Participation Date, the Enhanced Death Benefit is equal to the initial Contribution. Thereafter, the Enhanced Death Benefit will be reset every [three] years on the Participation Date anniversary to the Annuity Account Value if greater than the previously established Enhanced Death Benefit (adjusted for Contributions and withdrawals), up to the date you attain age [85]. Contributions will increase the Enhanced Death Benefit on a dollar-for-dollar basis. Withdrawals will reduce the Enhanced Death Benefit on a pro rata basis, in the same manner as for the minimum death benefit described above.

Once elected at the time of enrollment you may not terminate the Enhanced Death Benefit. The charge for the Enhanced Death Benefit will be a percentage of the Annuity Account Value on the Participation Date anniversary, see the section “Charges Deducted From Annuity Account Value”.

Beneficiary

Subject to the terms of the Plan, you may name one or more persons to be primary Beneficiary and one or more persons to be successor Beneficiary if the primary Beneficiary dies before you. If you have named two or more persons as Beneficiary, the Beneficiary will be the named person or persons who survive you and payments will be made to such persons in equal shares or to the survivor. Unless you specifically elect in writing otherwise, we will treat each Beneficiary’s share of the death benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation. Your selection of a Beneficiary is subject to the requirements of ERISA, if applicable.

You may change the Beneficiary during your lifetime and while coverage under this Certificate is in force. Any such change must be made in writing in a form acceptable to us. A change will take effect as of the date the written form is executed, whether or not you are living on the date of receipt at the Processing Office. We will not be liable as to any payments made or actions taken before receipt of any such change at the Processing Office.

Any part of a death benefit payable as described in the Section, “Beneficiary” for which there is no named Beneficiary living at your death will be payable in a single sum to your spouse, if any, or if there is no spouse, then to your children who survive you, in equal shares, or, if there are no surviving children, then to your estate.

The following language replaces the existing language in the Section:

SECTION 5.05-BENEFICIARY CONTINUATION OPTION

Except as otherwise provided in this Section 5.05, this Section will apply only if you die before the Annuity Commencement Date, and the Beneficiary(ies) named under the “Beneficiary”

Section of this Certificate is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and the non-individual Beneficiary's portion of the death benefit described in the "Death Benefit" Section of this Certificate is payable to such non-individual Beneficiary.

This Section 5.05 applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine.

A trust with only individual beneficiaries may continue this Certificate after your death if:

1. the trust is the only Beneficiary under this Certificate;
2. all the beneficiaries of the trust are individuals; and
3. the trust qualifies as a designated beneficiary for purposes of the Required Minimum Distribution rules of the Code; and
4. the trust provides us the documentation that we require within the time period we require.

If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named pursuant to the "Beneficiary" Section of this Certificate, and the "see-through trust" elects to continue the Certificate, the oldest trust beneficiary is the "Continuation Beneficiary" and the individual whose life expectancy is used to measure payments required after your death as described in Section 7.06B, "Required Minimum Distribution Rules - Payments After Your Death".

If this Section applies and there is more than one Beneficiary, your entire interest under this Certificate will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" section of this Certificate.

If the Beneficiary qualifies to continue this Certificate, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue this Certificate pursuant to this Section under the terms set forth in (a) through (h) below. Each such Beneficiary electing to continue his or her portion of the interest under this Certificate is a "Continuation Beneficiary".

For any Beneficiary who does not timely elect to continue his or her portion of the interest under this Certificate, we will pay that Beneficiary's share of the death benefit pursuant to the "Death Benefit" section of this Certificate, in a lump sum.

The terms of the Beneficiary Continuation Option are as follows:

- a) the Certificate cannot be assigned and must continue in your name for the benefit of your Continuation Beneficiary.
- b) as of the date we receive satisfactory proof of your death and all written documentation necessary to make a claim under the Certificate, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit.

If there are multiple beneficiaries, the reset date will be the date on which we receive the documentation as described in subparagraph (b). Any Beneficiary subsequently electing a death benefit will receive the applicable payment amount.

The death benefit provision ends after the Beneficiary Continuation Option is elected.

- c) Each Continuation Beneficiary will automatically become the Participant as defined in this Certificate with respect to that Continuation Beneficiary's portion of the interest in this Certificate. If you have specifically elected under the "Beneficiary" section of this Certificate that we not separately account for each Beneficiary's portion of the interest in this Certificate, the oldest Continuation Beneficiary will be the Participant for purposes of calculating the Required Minimum Distribution payments.
- d) Each Continuation Beneficiary will have the right to transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the interest in this Certificate.
- e) A Continuation Beneficiary cannot make any additional Contributions.
- f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Certificate will be made in accordance with requirements of "Required Minimum Distribution Rules-Payments After Your Death" described in Section 7.06B.
- g) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue your Certificate are not subject to a withdrawal charge.
- h) Upon a Continuation Beneficiary's death, we will make a lump sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Section, "Required Minimum Distribution Rules-Payments After Your Death".

The following language replaces the existing language in the Section:

PART VI - PLAN LOANS

SECTION 6.01-LOANS

General. If and as permitted by the Plan and prior to your Annuity Commencement Date, you may make a request for a loan by completing a Loan Request Form.

Your loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

A Plan loan will be available only from the vested portion of your Annuity Account Value as reported to us by the Employer or the Employer's Designee.

We reserve the right not to permit a new loan if you have previously defaulted on a loan and have not fully repaid the outstanding amount due.

A loan is effective on the date we specify and after we approve the Loan Request Form. Your Loan Request Form together with your loan confirmation notice will be your loan agreement and will contain all the terms of the loan which apply, including the amount of the loan, interest rate and the repayment due dates.

You may have only [one] outstanding loan at a time.

A. Loan Amount:

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum loan amount be less than [\$1,000].

The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which you have outstanding under all qualified plans of your Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount you are permitted under the Code may not be more than the lesser of (A) or (B) below:

- (A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that you have with the Employer during the one-year period ending on the day before the Loan Effective Date, over the outstanding balance of loans under any 403(b) Plan Funding Vehicles or other qualified plan of your Employer on the Loan Effective Date.
- (B) The greater of (i) one half the present value of your nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of your Employer or (ii) \$10,000.

B. Loan Term:

The loan term will be for a maximum of five years. If you state on the Loan Request Form that the purpose of the loan is to purchase your principal residence, the loan term will be for a maximum of ten years. Repayment of the loan may be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of (i) the election and commencement of Annuity Benefits under the section "Commencement of Annuity Benefits", (ii) the date of termination pursuant to the section "Participant Accounts", and "Termination of the Contract" or (iii) the date a death benefit becomes payable under the Section "Death Benefit", or (iv) any date we determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of your Certificate is not adversely affected.

C. Loan Reserve Account:

On the Loan Effective Date, we will transfer to a "Loan Reserve Account" an amount equal to the sum of (1) the loan amount, which will earn interest at the "Loan Reserve Account Rate" during the loan term and (2) 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate.

The "Loan Reserve Account Rate" will equal the loan interest rate (see subsection D below) minus 2%, or such other percentage determined by us in accordance with our then current procedures. Such rate shall not be greater than permitted under any current applicable state or federal law.

You may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, you may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Certificate. In the absence of your direction, or if your directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Investment Option in proportion to the amount that you have in such Investment Options.

You may not make any withdrawals from any part of the Cash Value; or transfer amounts among Investment Options; or make any transfers from this Certificate to another 403(b) plan or 403(b) Plan Funding Vehicle; or roll over amounts to another eligible retirement plan until after repayment of your loan then due, including interest due but not paid.

D. Loan Interest Rate:

- (1) Under a 403(b) Plan not subject to ERISA, we will from time to time set the effective annual rate at which interest on a loan will accrue daily (the "loan interest rate"). Such rate will not be greater than any maximum rate required under any current applicable state or federal law.
- (2) Under a 403(b) Plan subject to ERISA, the applicable provisions of the Plan or the Employer or the Employer's Designee will determine the applicable interest rate at which interest on the loan will accrue daily, subject to any limitations imposed by law. The rate so determined will be a reasonable rate set in accordance with

Department of Labor Regulations 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

E. Repayments:

The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made no less frequently than quarterly, unless otherwise required or permitted by law. The loan may be repaid in full at any time, including interest due. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the Guaranteed Interest Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an Annuity Benefit.

F. Default:

By each repayment due date (or specified date thereafter according to our then current procedures) if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, we will treat the loan as being in default. We will treat the entire unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for federal income tax purposes. We reserve the right to change our procedures at any time.

If the amount in the Loan Reserve Account is not subject to the restrictions described in the Section, "Restrictions on Withdrawals, Distributions, and Payments," on your default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax withholding.

If the amount in the Loan Reserve Account is subject to the restrictions described the Section, "Restrictions on Withdrawals, Distributions, and Payments", on your default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When your Certificate is no longer subject to the withdrawal restrictions of the Section, "Restrictions on Withdrawals, Distributions, and Payments" we will have the right to foreclose on this amount, and deduct any Withdrawal Charges that would have applied at the time of the default, plus any interest due, and any required tax withholding. This will be no later than the date you reach age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

G. Changes:

We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any applicable law or regulations that apply to this Certificate.

PART VII ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS

The following language replaces the existing language in the Section:

SECTION 7.06-REQUIRED MINIMUM DISTRIBUTION RULES

This Certificate is subject to the “Required Minimum Distribution” rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to you under this Certificate conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distribution payments to be made during your lifetime. Subsection B below describes the Required Minimum Distribution payments to be made after your death, if you die before your entire interest under this Certificate is distributed to you.

The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest under this Certificate, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Certificate may be made from this Certificate or from another 403(b) Plan Funding Vehicle that you maintain, pursuant to Treasury Regulations. If you do not take Required Minimum Distribution payments from this Certificate, we will assume that you are taking them from another 403(b) Plan Funding Vehicle that you maintain.

A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING YOUR LIFE

Except as otherwise noted in this Subsection A, your entire interest under this Certificate will be distributed, or begin to be distributed, no later than your Required Beginning Date. For purposes of this Subsection A your Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year you reach age 70 1/2 or (b) the calendar year you retire from employment with the Employer.

If this Certificate was purchased with a direct transfer of funds from another 403(b) Plan Funding Vehicle and you have informed us at the time of purchase of the amount of your December 31, 1986 account balance transferred to this Certificate, then payments of the amount of your December 31, 1986 account balance transferred to this Certificate must begin by age 75.

Your Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over your life, or the lives of you and your named Beneficiary, or a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your named Beneficiary. Payments must be made as required by the Required Minimum Distribution rules, including “incidental death benefit” rules described in the Treasury Regulations.

Manner of Payment

You may satisfy the Required Minimum Distribution rules by applying any portion of your entire interest under this Certificate to an Annuity Benefit which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A-14 of Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6 or any successor Regulation.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest under this Certificate must be made as follows:

The lifetime Required Minimum Distribution amount to be distributed for each calendar year for which a distribution is required is the lesser of:

- (a) the quotient obtained by dividing your interest under this Certificate (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if your sole designated Beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing your interest under this Certificate (determined in accordance with Treasury Regulations) by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your respective attained ages as of your respective birthdays in the calendar year for which a distribution is required.

For purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under your Certificate on an irrevocable basis, your entire interest under this Certificate as of any valuation date includes the dollar amount credited under your Certificate plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under your Certificate.

B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER YOUR DEATH

- (a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If you die on or after lifetime Required Minimum Distribution payments begin, the remaining portion of your interest under this Certificate will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under your Certificate.
- (b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If you die before lifetime Required Minimum Distribution payments begin, your entire interest will be distributed at least as rapidly as follows:
 - (1) If your Beneficiary is an individual other than your surviving spouse as described in the immediately following paragraph, your entire interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below.
 - (2) If your sole Beneficiary is your surviving spouse, your entire interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 1/2 if later), over such surviving spouse's life. In the alternative, your surviving spouse may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest under this Certificate will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that Beneficiary may elect to take distribution of your entire interest under this Certificate in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Benefit or other option chosen under your Certificate.
 - (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to the surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. For calendar years for which a distribution is required after the year of the surviving spouse's death, the remaining

life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

- (c) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this section or, if applicable, on the date distributions are required to begin to your surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) distributions of your interest under this Certificate after your death must be made in accordance with the following sentences. The Required Minimum Distribution for each calendar year for which a distribution is required after the year of your death is the quotient obtained by dividing your interest under this Certificate (determined under Treasury Regulations) by the remaining life expectancy of the applicable Beneficiary, determined as provided above. The rules applicable to the determination of your entire interest under this Certificate in Subsection A also apply. That is, for purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Certificate on an irrevocable basis, your entire interest under this Certificate as of any valuation date includes the dollar amount credited under this Certificate plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Certificate.

PART IX - CHARGES

The name of the Section is changed to "Plan Operating Expense" and the following language replaces the existing language in the Section:

SECTION 9.04-PLAN OPERATING EXPENSE

If we are instructed by your Employer or your Employer's Designee to withdraw a Plan Operating Expense from your Annuity Account Value, we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from your Employer or your Employer's Designee. Such instructions may be given by you in the absence of instructions from your Employer or your Employer's Designee, in which event we will remit the proceeds to the Plan's duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan.

Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Certificate, "General Withdrawals and "Withdrawal Charges".

PART X – GENERAL PROVISIONS

The following language replaces the existing language in the Section:

SECTION 10.01-STATUTORY COMPLIANCE

We reserve the right to amend the terms of the Contract and any certificate thereunder without the consent of any other person in order to comply with applicable laws and regulations. Such right will include, but not be limited to, the right to conform the terms of the Contract and any certificate thereunder to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, so that each such certificate and the Contract will continue to be an annuity contract under section 403(b) of the Code.

No amendment to the terms of the Contract and any certificate thereunder may vest in any Employer any interest or control over any assets of the Plan invested in this Certificate or cause any such assets to be used for or diverted to, purposes other than the exclusive benefit of Plan participants or their Beneficiaries.

The benefits and values available under this Certificate will not be less than the minimum benefits required by any applicable federal and/or state law.

The name of the Section is changed to “Nontransferability, Assignments, Nonforfeitability” and the following language replaces the existing language in the Section:

SECTION 10.03-NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY

You may not transfer this Certificate. This Certificate is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of your interest in this Certificate or your rights under the Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Certificate, or discounted, encumbered or pledged as collateral for a loan or be security for the performance of an obligation.

No amount payable under this Certificate may be assigned, commuted, or encumbered by the payee. To the extent permitted by law, no such amount will in any way be subject to any legal process to subject the same to the payment of any claim against such payee. The foregoing will not apply to any assignment, transfer or attachment pursuant to a qualified domestic relations order as defined in section 414(p) of the Code.

Your entire interest under this Certificate is nonforfeitable except as otherwise provided in the section “Forfeitures/Forfeiture Account”.

It is impossible, prior to the satisfaction of all liabilities with respect to you and your Beneficiaries under the Plan, for any part of the assets and income of the Certificate to be used for, or diverted to, purposes other than for the exclusive benefit of you and your Beneficiaries under the Plan.

The name of the Section is changed to "Separate Accounting On Notification Of Disqualification Of The Plan Or Certificate" and the following language replaces the existing language in the Section:

SECTION 10.05-SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CERTIFICATE

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Certificate fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Certificate which are not qualified. We will have the right to terminate this Certificate. As agreed with your Employer or your Employer's Designee, we will terminate your Employer's Plan participation under the Contract and pay the amounts held in the Investment Options with respect to your Employer's Plan, or (ii) transfer the amounts held in the Investment Options to another contract agreed to by your Employer and us.

However, we may also, at your request, transfer or roll over the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock company
1290 Ave of Americas, New York, N.Y. 10104



Christopher M. Condron
President and Chief Executive Officer



Karen Field Hazin, Vice President
Secretary and Associate General Counsel

AXA EQUITABLE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TSA CONTRACTS

In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company (“AXA Equitable”). “You” and “your” mean the Participant.

This Endorsement is part of the Contract, and the same definitions apply to the capitalized terms used herein. The benefit described in this Endorsement is subject to all the terms contained under the Contract, except as modified below.

PART I-DEFINITIONS

The following language replaces the existing language in the Section:

SECTION 1.11-CERTIFICATE

“Certificate” means the Certificate, which is intended to qualify as an annuity contract that meets the requirements of Section 403(b) of the Code, and is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code. It also is the document issued to the Participant as evidence of the Participant’s enrollment under the Contract.

The following language replaces the existing language in the Section:

SECTION 1.12-CODE

“Code” means the Internal Revenue Code of 1986, as amended at any time, or any corresponding provisions of prior or subsequent United States revenue laws. References to “the Code” in this Contract include references to applicable Federal income tax Regulations.

The following new Section is added:

SECTION 1.13A-403(b) CONTRACT

“403(b) Contract” means a nontransferable annuity contract, as defined in Section 403(b)(1) of the Code, established for each plan participant by the employer sponsoring a 403(b) plan, or by each participant individually, which is issued by an insurance company qualified to issue annuity contracts in this State, and that includes payment in the form of an annuity, and which is intended to be purchased in connection with an employer's plan under Section 403(b) of the Code. The term “403(b) Contract” includes for this purpose an individual Certificate issued to a Participant under a group annuity contract.

SECTION 1.13B-403(B) PLAN FUNDING VEHICLE.

“403(b) Plan Funding Vehicle” means any of the following: (i) 403(b) Contract, (ii) a custodial account under Section 403(b)(7) of the Code, or (iii) any other investment permitted under the Code as a funding vehicle for a 403(b) plan.

The following language replaces the existing language in the Section:

SECTION 1.17-CONTRIBUTION

“Contribution” means a payment made to us on the behalf of the Participant with respect to a Contract purchased for the Participant under the Plan.

The following new Section is added:

SECTION 1.17A-ELECTIVE DEFERRAL CONTRIBUTIONS

“Elective Deferral Contributions,” means “Salary Reduction” Contributions under Section 402(g) of the Code, and also includes “Roth Elective Deferral Contributions” or “Roth Salary Reduction Contributions” which are designated Roth Contributions under Section 402(g) and 402A of the Code, any of which may be made under the Plan and forwarded to us by the Employer or the Employer's Designee.

The following language replaces the existing language in the Section:

SECTION 1.18-EMPLOYER

“Employer” means the entity which sponsors a 403(b) plan and that makes Contributions on the Participant’s behalf to purchase this Contract. An Employer must be either: (i) an organization described in Section 501(c)(3) of the Code which is exempt from Federal income tax under Section 501(a) of the Code; or (ii) a State, political subdivision of a State, or an agency or instrumentality of any one or more of the foregoing, in connection with services performed by an employee for an educational organization described in Section 170(b)(1)(A)(ii) of the Code.

The following new Section is added:

SECTION 1.18A-EMPLOYER'S DESIGNEE

“Employer's Designee” includes any person(s) authorized and designated by the Employer to act on behalf of the Employer in the specified functions under the Plan, as communicated to us in documentation acceptable to us.

The following language replaces the existing language in the Section:

SECTION 1.29-PLAN

“Plan” means a plan established, maintained and intended to qualify under Section 403(b) of the Code by an Employer for the purchase of annuity contracts under Section 403(b) of the Code for its employees.

The following new Section is added:

SECTION 1.29A-PLAN ADMINISTRATOR

“Plan Administrator” means the person designated as such, and as reported to us by the Employer.

The following new Section is added:

SECTION 1.33A-REQUIRED MINIMUM DISTRIBUTION PAYMENTS

“Required Minimum Distribution Payments” means the payments from or with respect to this Contract that are required by Sections 403(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS, ALLOCATIONS AND DISCONTINUANCE

The following language replaces the existing language in the Section:

SECTION 3.01-CONTRIBUTIONS

The Employer makes Contributions to the Contract under the terms of the Plan.

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications. If we determine that an Applicable Tax Charge applies to Contributions, we reserve the right to reduce Contributions by the amount of any Applicable Tax Charge before Contributions are allocated among the Investment Options under the Contract.

If the Plan contains a vesting schedule, whereby amounts must be forfeited upon failure to satisfy the vesting schedule, the Employer or the Employer’s Designee must identify, which Contributions, if any, are subject to the vesting schedule, unless otherwise agreed upon between the Employer and us. The Employer or the Employer’s Designee must report any forfeiture to us as described in the section on “Forfeitures/Forfeiture Account”.

A. Contributions to be made by the Employer or Employer's Designee.

All Contributions to this Contract must be remitted by the Employer or the Employer's Designee unless they are direct transfer Contributions or rollover Contributions. Direct transfer or rollover Contributions may not be made to this Contract unless permitted by the Plan, and the Employer or the Employer's Designee documents approval in a manner acceptable to us. A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from another contract exchanged under the same plan or a plan-to-plan transfer.

B. *Limits on Contributions; Corrections of excess Contributions.*

Contributions to the Contract (other than any rollover or direct transfer Contributions which are permitted under the Plan) are limited. Annual additions to the Contract cannot exceed the applicable limitations of Section 415 of the Code.

Salary Reduction Contributions are “Elective Deferral Contributions” and cannot exceed the elective deferral limitation under Section 402(g) of the Code that applies to the Contract and all other plans, contracts or arrangements with the Participant’s Employer. If Elective Deferral Contributions made for the Participant for any calendar year exceed the permissible limitation for the Participant for the year, then the amount of the excess Elective Deferral Contributions and any allocable net income or loss will be distributed to the Participant by April 15 of the following calendar year or such later date that may be prescribed by the Code.

Corrective distributions of amounts in excess of amounts permitted to be contributed to the Contract are subject to a Withdrawal Charge, unless otherwise specified in the Contract.

If we are notified or we determine that any Contributions would cause this Contract not to qualify under Section 403(b) of the Code, we reserve the right to either (i) refuse to accept any such Contributions or (ii) separately account for such Contributions and any allocable net income in a nonqualified deferred annuity contract or other permissible contractual arrangement for the exclusive benefit of the Participant and the Participant’s beneficiaries.

We are not responsible for determining the permissible amount of Salary Reduction Contributions or any other Contributions which may be made under the Plan for the Participant. We will make corrective distributions or separate allocations of amounts reported to us as being excess Contributions if reported in a manner acceptable to us by the Employer or the Employer's Designee.

C. *Sources or Types of Contributions to the Contract.*

Before making Contributions to the Contract the Employer or the Employer's Designee will report in a manner acceptable to us the types or sources of Contributions it may make or permit to be made to the Contract under the Plan. We do not accept any Contributions unless we have documentation acceptable to us that such Contribution is permitted under the Plan.

Unless otherwise reported to us by the Employer regarding the terms of the Plan, and unless otherwise indicated in this Section, Contributions to this Contract may be made from the following sources or types of Contributions, and any other source or type of Contribution permissible under the Code.

(1) Contributions remitted by the Employer or the Employer's Designee:

Salary Reduction Contributions made on a pre-tax basis, including “catch-up” contributions under Sections 402(g) or 414 of the Code;

Salary Reduction Contributions which are designated Roth contributions under Section 402A of the Code, including “catch-up” contributions under Sections 402(g) or 414 of the Code;

Employer matching contributions under Section 401(m) of the Code;

Employer non-matching contributions under Section 415 of the Code; and

Non-Roth employee after-tax contributions under Section 415 of the Code.

If Roth Elective Deferral Contributions are made, as reported to us by the Employer or the Employer's Designee, we will maintain a Roth Elective Deferral Contribution separate account under this 403(b) Contract. Income, gains, losses, and any other amounts credited or charged under this 403(b) Contract will be separately allocated to the Roth Elective Deferral Contribution separate account on a reasonable and consistent basis. Employer Contributions may not be allocated to the Roth Elective Deferral Contribution separate account. The separate accounting requirement will apply from the time any Roth Elective Deferral Contribution is made and ends only when all amounts in the Roth Elective Deferral Contribution separate account are completely distributed in accordance with the terms of this 403(b) Contract.

(2) Contributions not remitted by the Employer or the Employer's Designee:

Direct transfer Contributions that are contract exchanges under the same plan;

Plan-to-plan direct transfer Contributions; and

Rollover Contributions from another eligible retirement plan.

In the case of direct transfer Contributions, we must receive documentation acceptable to us of the source or type of separately accounted for amounts directly transferred to this Contract. In the case of rollover Contributions, we must receive documentation as to the amounts, if any, of non-Roth after-tax employee contributions and designated Roth contributions rolled over to this Contract.

A direct transfer Contribution is a direct transfer of funds from another 403(b) plan or another 403(b) Plan Funding Vehicle under the same plan ("Transferred Funds"). If the Participant makes a direct transfer Contribution, the Participant must inform us at the time of making the Contribution the portion, if any, of the Transferred Funds that is (a) exempt from restrictions on distribution described in the Section, "Restrictions on Withdrawals, Distributions and Payments" and (b) eligible for delayed distribution as described in the Section, "Required Minimum Distribution Rules". If the Participant **does** not tell us, then we will treat all Transferred Funds as being subject to the applicable withdrawal, distribution and payment restrictions and minimum distribution requirements of the Code.

We will also accept any other type of contribution to a 403(b) plan permitted under the Code to which we and the Employer agree.

The Employer or the Employer's Designee must indicate the source or type of the Contribution to this Contract at the time the Contribution is made. We will separately account for the different types of Contribution sources, so that the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" apply separately to different types of Contributions as required or permitted by law.

We are not responsible for determining whether the Employer or the Employer's Designee has correctly characterized any type of Contribution. If the Employer or the Employer's Designee fails to indicate the source or type of the Contribution, we will treat the Contribution as being subject to the restrictions on distribution described in the Section "Restrictions on Withdrawals, Distributions and Payments" until the Participant is severed from employment with the Employer.

PART V – DISTRIBUTIONS AND DEATH BENEFITS

The following Section is renamed "Restrictions on Withdrawals, Distributions and Other Payments," and the following language replaces the existing language in the Section:

SECTION 5.01-RESTRICTIONS ON WITHDRAWALS, DISTRIBUTIONS AND OTHER PAYMENTS

General. No amount may be withdrawn, distributed or paid from this 403(b) Contract unless and until permitted under the Plan and the Code. We will not process withdrawals or other transactions unless we receive contemporaneous documentation acceptable to us that such transaction is permitted under the Plan.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, the Participant may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

Definitions used in this Section:

Salary Reduction Contribution Restricted Amounts. The amounts described in this Section which are attributable to Salary Reduction Contributions (Elective Deferral Contributions) and which are subject to the restrictions described in Section 403(b)(11) of the Code and this Section (hereafter referred to as "Salary Reduction Contribution Restricted Amounts").

Grandfathered Salary Reduction Contribution Amount. The amount of the Participant's December 31, 1988 account balance, if any. If this 403(b) Contract was issued after December 31, 1988, "Grandfathered Salary Reduction Contribution Amount" refers to the amount of the Participant's December 31, 1988 account balance, if any in a 403(b) Plan Funding Vehicle, provided in documentation acceptable to us on the direct transfer of such amount to this 403(b) Contract.

Restrictions on Amounts Attributable to Salary Reduction Contributions

The restrictions of this paragraph apply to these funds:

Any funds attributable to Contributions made pursuant to a salary reduction agreement with the Employer, including earnings on such Salary Reduction Contributions, less any "Grandfathered Salary Reduction Contribution Amount" as defined above in this Section.

Withdrawals, distributions or other payments of Salary Reduction Contribution Restricted Amounts may not be made until the Participant (i) reaches age 59 1/2, (ii) has a severance from employment with the Employer; (iii) dies; (iv) becomes “disabled” under Section 72(m)(7) of the Code; (v) suffers hardship under Section 403(b)(11) of the Code, or (vi) meets the conditions and limitations under any other circumstances permitted under Section 403(b)(11) of the Code. Withdrawals of Salary Reduction Contributions (but not any earnings credited thereon) may be made in the case of hardship. If the Participant requests a withdrawal of Salary Reduction Contribution Restricted Amounts on the grounds of disability or hardship the Participant must furnish to us proof of such disability or hardship as may be required by the Plan, the Code, and applicable Treasury Regulations in a form satisfactory to us.

Restrictions on Amounts Attributable to Transfers from Custodial Accounts

All amounts in this 403(b) Contract attributable to Contributions directly transferred from a custodial account under section 403(b)(7) of the Code, or indirectly transferred from a custodial account (Contributions first directly transferred from a Section 403(b)(7) custodial account into a Section 403(b)(1) annuity contract and subsequently directly transferred into this 403(b) Contract) are treated like “Salary Reduction Contribution Restricted Amounts.” Hardship withdrawals may be made only from Salary Reduction Contributions, and cannot be made from other Contributions nor any credited earnings.

Other Restrictions on Distributions; Restrictions on Other Amounts

If this Contract is purchased pursuant to an ERISA Plan, the Section on “Special Annuity and Spousal Consent Rules” also applies to a request for any withdrawal, distribution, payment or transfer from this Contract.

The following restriction applies to Contracts issued after December 31, 2008, and to any amounts under the Contract which are neither attributable to (i) Salary Reduction Contributions nor (ii) non-Roth employee after-tax Contributions. In-service distributions prior to the Participant’s severance from employment of any amounts in the preceding sentence may be made on the prior occurrence of a specified event, after a fixed number of years, the attainment of a stated age, or specified disability only if and as provided under the Plan. This restriction also applies to Contracts issued before December 31, 2008, where the Employer or Employer's Designee reports in a manner acceptable to us that amounts are restricted from distribution under the terms of the Plan.

Distributions that may be made from this 403(b) Contract

Distributions may be made from this 403(b) Contract when we receive documentation acceptable to us that the following distributions are permitted or required under the Plan or Code:

This 403(b) Contract has been issued under an automatic enrollment provision in the Plan and the Participant request a distribution of the amounts under this Contract within 90 days of the first Contribution;

A distribution must be made from the sources or types of Contribution in the amount necessary to correct any excess deferrals or other excess contributions as provided in the “Contributions” Section of this Contract;

A distribution must be made pursuant to a qualified domestic relations order in accordance with Treasury Regulation §1.403(b)-10(c);

The Participant is requesting a distribution from non-Roth after-tax employee Contributions separately accounted for;

The Participant is requesting a distribution from rollover Contributions separately accounted for;

The Plan is terminating under Treasury Regulation §1.403(b)-10(a) and requires distribution of all accumulated benefits under the Plan; or

Any other distribution under the conditions permitted under the Code.

Transfers

If and as permitted both under the Plan and the recipient plan or 403(b) Funding Vehicle, the Participant may request us to directly transfer any amounts from this 403(b) Contract for the purposes of a contract exchange under the same Plan, a plan-to-plan direct transfer, or a transfer to purchase permissive service credit. We will not process transfers until we receive the documentation we require, which may include information that is required to be exchanged under an information sharing agreement. Withdrawal Charges or transaction charges described in the Section, "Withdrawal Charges" will be imposed on transfers. Transfers of Cash Value while the Participant has an outstanding loan are limited as described in the Section, "Loans."

The following language replaces the existing language in the Section:

SECTION 5.02-GENERAL WITHDRAWALS

All withdrawal requests will require the written authorization of the Participant's Employer or the Participant's Employer's Designee in a form acceptable to us, specifying the portion of the Participant's Annuity Account Value that is available for distribution, the amount to be withdrawn and the Investment Option(s) from which the withdrawal is to be made. Withdrawals are subject to the restrictions in the section "Restrictions on Withdrawals, Distributions and Other Payments."

Following receipt of written notice, we will pay or if requested, transfer or directly roll-over to another contract or custodial arrangement that meets the requirements of Section 403(b)(1), Section 403(b)(7), or such eligible qualified plan or arrangement as permitted by applicable law, the lesser of the Cash Value, less any funds restricted in accordance with the section "Restrictions on Withdrawals, Distributions and Other Payments", and the amount requested. This amount paid, transferred or directly rolled over, plus any applicable withdrawal charge in accordance with Part IX "Withdrawal Charges" will be withdrawn from the Investment Options. Unless instructed otherwise, the amount withdrawn (including any withdrawal charge) will be deducted from the Investment Options in proportion to the amounts in such Investment Options.

If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, the Participant may choose the source of a transaction, that is, whether a withdrawal, transfer, loan or other distribution permitted under the Plan and this 403(b) Contract will be made from the Roth

Elective Deferral Contribution separate account or from other accounts maintained under this Contract.

We may decline to accept a request for a withdrawal of less than the minimum withdrawal amount stated in the Data Pages, or where the withdrawal would violate the provisions of this Section or the Section "Spousal Annuity and Consent Rules". If a withdrawal made under this section would result in an Annuity Account Value of less than the amount stated in the Data Pages, we will inform the Participant and we reserve the right to terminate the Participant's participation under the Contract in accordance with the section "Participant Accounts".

Prior to making any payment, we may request from the Employer or, the Employer's Designee such information which may include a certification as we may reasonably require to determine if the withdrawal, alone or together with any previous withdrawal made by the Participant is necessary and proper under the terms of the Employer's Plan.

We will pay any amount payable under this subsection as the Employer or the Employer's Designee directs in writing and such payment will fully discharge us from all liability with respect to the amount paid.

The following language replaces the existing language in the Section:

SECTION 5.03-DIRECT ROLLOVER WITHDRAWALS

Unless otherwise instructed by the Employer or the Employer's Designee, any withdrawal request for a direct rollover from the Participant's Certificate must be made through the Employer.

The Participant may elect to have all or any portion of the Participant's Cash Value paid directly to another "eligible retirement plan" in a "direct rollover transaction" as these terms are defined in Sections 403(b), 402(c) and 401(a)(31) of the Code. A surviving spouse beneficiary described in the "Beneficiary" Section of this Contract, may also elect a direct rollover of the Death Benefit described in the "Death Benefit" Section of this Contract.

In order to elect this option all of the following requirements must be met:

- (a) The recipient of the distribution must be an eligible retirement plan maintained for the Participant's benefit (or for the benefit of the Participant's surviving spouse).
- (b) The distribution must not include any after-tax contributions under this Contract except as otherwise permitted under the Code.
- (c) The direct rollover option is not available to the extent that a minimum distribution is required under Section 401(a)(9) of the Code. (See the Section, "Required Minimum Distribution Rules", below). We reserve the right to determine the amount of the Required Minimum Distribution. If the Participant has elected a payment option under Part VII of this Contract, "Annuity Benefits and Required Minimum Distributions", which is either a life contingent annuity or pays substantially equal periodic payments for a period of ten years or more, the direct rollover option does not apply to those funds.
- (d) The direct rollover option is not available for a hardship distribution within the meaning of Section 402(c)(4)(C) of the Code.

Unless prohibited by the Plan, non-spousal death beneficiaries may directly roll over death benefits to a new inherited individual retirement arrangement as provided in the Code.

For purposes of Section 401(a)(31) of the Code, amounts in the Roth Elective Deferral Contribution account may be directly rolled over only to another plan maintaining a designated Roth contribution account or to a Roth IRA.

If the Plan permits contract terminations due to a small account balances, if the balance is more than \$1,000 and the Participant does not elect to either (i) receive the distribution themselves, or (ii) specify an eligible retirement plan to receive the distribution in a direct rollover, then we will directly roll over the distribution to an individual retirement plan designated by the Employer or the Employer's Designee.

The following language replaces the existing language in the Section:

SECTION 5.04-DEATH BENEFIT

Payment of the death benefit is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code. See Section 7.06B, "Required Minimum Distribution Rules-Payments After the Participant's Death".

Upon our receipt of due proof of the Participant's death and any required instructions, information and forms necessary to effect the payment (the Transaction Date), we will pay to the Participant's Beneficiary the amount of the death benefit. We will pay the death benefit in the form elected by the Participant's Beneficiary and reported to us by the Employer or the Employer's Designee. Subject to the rules and laws then in effect, the Participant's Beneficiary may elect:

- (a) to receive the death benefit in a single sum;
- (b) to apply the death benefit to purchase an Annuity Benefit in a form that we currently offer;
- (c) to apply the death benefit to provide any other form of benefit that we offer.

If the Participant so elects in writing any amount that would otherwise be payable to a Beneficiary in a single sum will be applied to provide an Annuity Benefit. Subject to our rules then in effect, such election may be changed during the Participant's lifetime. Any such change must be made in writing in a form acceptable to us. The Participant's election cannot be changed by the Beneficiary. If at the Participant's death there is no election in effect, the Beneficiary may make such an election. In the absence of any election by either the Participant or the Participant's Beneficiary, we will pay the death benefit in a single sum.

The amount of the death benefit is equal to the greater of (i) the Annuity Account Value (without any negative market value adjustment that would otherwise apply) as of the Transaction Date less any unpaid loan balance including interest due but not paid, and (ii) the minimum death benefit. The minimum death benefit is the sum of all Contributions less any withdrawals, withdrawal charges (if applicable), and less any unpaid loan balance including interest due but not paid.

Withdrawals will reduce the minimum death benefit on a pro rata basis. Reduction on a pro rata basis means that we calculate the percentage of the Participant's current Annuity Account Value that is being withdrawn and we reduce the Participant's current minimum death benefit by that same percentage. The amount of any death benefit payable may be reduced by the amount of any forfeiture that applies as reported by the Employer as described in the section "Forfeitures/Forfeiture Account".

The payment of the death benefit is subject to the requirements of ERISA, if applicable.

The death benefit will not be paid under this Section 5.04 if the "Beneficiary Continuation Option" under Section 5.04A is in effect.

Enhanced Death Benefit

If the Participant elects the Enhanced Death Benefit the following will apply to the amount of the death benefit instead of the amount of the death benefit described above. The amount of the death benefit will be equal to the greater of (i) the Annuity Account Value (without any negative market value adjustment that would otherwise apply) as of the Transaction Date less any outstanding loan and accrued loan interest, and (ii) the Enhanced Death Benefit as of the date of the Participant's death.

On the Participation Date, the Enhanced Death Benefit is equal to the initial Contribution. Thereafter, the Enhanced Death Benefit will be reset every [three] years on the Participation Date anniversary to the Annuity Account Value if greater than the previously established Enhanced Death Benefit (adjusted for Contributions and withdrawals), up to the date the Participant attains age [85]. Contributions will increase the Enhanced Death Benefit on a dollar-for-dollar basis. Withdrawals will reduce the Enhanced Death Benefit on a pro rata basis, in the same manner as for the minimum death benefit described above.

Once elected at the time of enrollment the Participant may not terminate the Enhanced Death Benefit. The charge for the Enhanced Death Benefit will be a percentage of the Annuity Account Value on the Participation Date anniversary, see the section "Charges Deducted From Annuity Account Value".

Beneficiary

Subject to the terms of the Plan, the Participant may name one or more persons to be the primary Beneficiary and one or more persons to be successor Beneficiary if the primary Beneficiary dies before the Participant. If the Participant has named two or more persons as the Beneficiary, the Beneficiary will be the named person or persons who survive the Participant and payments will be made to such persons in equal shares or to the survivor. Unless the Participant specifically elects in writing otherwise, we will treat each Beneficiary's share of the death benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation. The Participant's selection of a Beneficiary is subject to the requirements of ERISA, if applicable.

The Participant may change the Beneficiary during the Participant's lifetime and while coverage under this Contract is in force. Any such change must be made in writing in a form acceptable to us. A change will take effect as of the date the written form is executed, whether or not the

Participant is living on the date of receipt at the Processing Office. We will not be liable as to any payments made or actions taken before receipt of any such change at the Processing Office.

Any part of a death benefit payable as described in the section “Beneficiary” for which there is no named Beneficiary living at the Participant’s death will be payable in a single sum to the Participant’s spouse, if any, or if there is no spouse, then to the Participant’s children who survive the Participant, in equal shares, or, if there are no surviving children, then to the Participant’s estate.

The following language replaces the existing language in the Section:

SECTION 5.05-BENEFICIARY CONTINUATION OPTION

Except as otherwise provided in this Section 5.05, this Section will apply only if the Participant dies before the Annuity Commencement Date, and the Beneficiary(ies) named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and the non-individual Beneficiary’s portion of the death benefit described in the “Death Benefit” Section of this Contract is payable to such non-individual Beneficiary.

This Section 5.05 applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine.

A trust with only individual beneficiaries may continue this Contract after the Participant’s death if:

1. the trust is the only Beneficiary under this Contract;
2. all the beneficiaries of the trust are individuals; and
3. the trust qualifies as a designated beneficiary for purposes of the Required Minimum Distribution rules of the Code; and
4. the trust provides us the documentation that we require within the time period we require.

If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named pursuant to the “Beneficiary” Section of this Contract, and the “see-through trust” elects to continue the Contract, the oldest trust beneficiary is the “Continuation Beneficiary” and the individual whose life expectancy is used to measure payments required after the Participant’s death as described in Section 7.06B, “Required Minimum Distribution Rules - Payments After the Participant’s Death”.

If this Section applies and there is more than one Beneficiary, the Participant’s entire interest under this Contract will be apportioned among the Participant’s Beneficiaries as the Participant designates pursuant to the “Beneficiary” section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary’s completed election no later than September 30 of the calendar year following the calendar year of the Participant’s death and before any contrary election is made, that Beneficiary may continue this Contract pursuant to this Section under the terms set forth in (a) through (g) below. Each such

Beneficiary electing to continue his or her portion of the interest under this Contract is a "Continuation Beneficiary".

For any Beneficiary who does not timely elect to continue his or her portion of the interest under this Contract, we will pay that Beneficiary's share of the death benefit pursuant to the "Death Benefit" section of this Contract, in a lump sum.

The terms of the Beneficiary Continuation Option are as follows:

- a. the Contract cannot be assigned and must continue in the Participant's name for the benefit of the Participant's Continuation Beneficiary.
- b. as of the date we receive satisfactory proof of the Participant's death and all written documentation necessary to make a claim under the Contract, we will compare the Annuity Account Value and the minimum death benefit as of this date (the reset date, if applicable). If the Annuity Account Value is less than the minimum death benefit, we will reset the Annuity Account Value to equal such death benefit.

If there are multiple beneficiaries, the reset date will be the date on which we receive the documentation as described in subparagraph (b). Any Beneficiary subsequently electing a death benefit will receive the applicable payment amount.

The death benefit provision ends after the Beneficiary Continuation Option is elected.

- c. Each Continuation Beneficiary will automatically become the Participant as defined in this Contract with respect to that Continuation Beneficiary's portion of the interest in this Contract. If the Participant has specifically elected under the "Beneficiary" section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the Participant for purposes of calculating the Required Minimum Distribution payments.
- d. Each Continuation Beneficiary will have the right to transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the interest in this Contract.
- e. A Continuation Beneficiary cannot make any additional Contributions.
- f. Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the interest in this Contract will be made in accordance with requirements of "Required Minimum Distribution Rules-Payments After the Participant's Death" described in Section 7.06B.
- g. A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time; withdrawals made after we have received a Continuation Beneficiary's election to continue the Participant's Contract are not subject to a withdrawal charge.

Upon a Continuation Beneficiary's death, we will make a lump sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of the Section, "Required Minimum Distribution Rules-Payments After the Participant's Death".

The following language replaces the existing language in the Section:

PART VI - PLAN LOANS

SECTION 6.01-LOANS

General. If and as permitted by the Plan and prior to the Participant's Annuity Commencement Date, the Participant may make a request for a loan by completing a Loan Request Form.

The Participant's loan is subject to the terms of the Plan and the Code. Future restrictions in the Code may require changes in the terms and availability of loans.

A Plan loan will be available only from the vested portion of the Participant's Annuity Account Value as reported to us by the Employer or the Employer's Designee.

We reserve the right not to permit a new loan if the Participant has previously defaulted on a loan and have not fully repaid the outstanding amount due.

A loan is effective on the date we specify and after we approve the Loan Request Form. The Participant's Loan Request Form together with the Participant's loan confirmation notice will be the Participant's loan agreement and will contain all the terms of the loan which apply, including the amount of the loan, interest rate and the repayment due dates.

The Participant may have only [one] outstanding loan at a time.

A. Loan Amount:

The minimum loan amount will be stated on the Loan Request Form. In no event will the minimum loan amount be less than [\$1,000].

The loan amount requested cannot exceed the maximum loan amount permitted under the Plan and Section 72(p) of the Code. The maximum loan amount is limited to the maximum amount aggregated for all plan loans which the Participant has outstanding under all qualified plans of the Participant's Employer and other 403(b) Plan Funding Vehicles under the Plan, as required by Section 72(p) of the Code.

The maximum loan amount the Participant is permitted under the Code may not be more than the lesser of (A) or (B) below:

(A) \$50,000, less the highest outstanding balance of loans under any other 403(b) Plan Funding Vehicles or any other qualified plan that the Participant has with the Employer during the one-year period ending on the day before the Loan Effective Date, over the

outstanding balance of loans under any 403(b) Plan Funding Vehicles or other qualified plan of the Employer on the Loan Effective Date.

(B) The greater of (i) one half the present value of the Participant's nonforfeitable accrued benefit under all of the 403(b) Plan Funding Vehicles or other qualified plans of the Employer or (ii) \$10,000.

B. Loan Term:

The loan term will be for a maximum of five years. If the Participant states on the Loan Request Form that the purpose of the loan is to purchase the Participant's principal residence, the loan term will be for a maximum of ten years. Repayment of the loan may be accelerated and full repayment of any unpaid principal and interest will be required upon the earliest of (i) the election and commencement of Annuity Benefits under the section "Commencement of Annuity Benefits", (ii) the date of termination pursuant to the section "Participant Accounts", and "Termination of the Contract" or (iii) the date a death benefit becomes payable under the Section "Death Benefit", or (iv) any date we determine that the Code requires acceleration of the loan repayment so that the Federal income tax status of the Contract is not adversely affected.

C. Loan Reserve Account:

On the Loan Effective Date, we will transfer to a "Loan Reserve Account" an amount equal to the sum of (1) the loan amount, which will earn interest at the "Loan Reserve Account Rate" during the loan term and (2) 10% of the loan amount, which will earn interest at the Guaranteed Interest Rate.

The "Loan Reserve Account Rate" will equal the loan interest rate (see subsection D below) minus 2%, or such other percentage determined by us in accordance with our then current procedures. Such rate shall not be greater than permitted under any current applicable state or federal law.

The Participant may specify on the Loan Request Form from which Investment Option(s) the Loan Reserve Account will be funded. If permitted by the Plan, and as reported to us by the Employer or the Employer's Designee, the Participant may choose the source of a transaction, that is, whether a loan permitted under the Plan and this 403(b) Contract will be made from the Roth Elective Deferral Contribution separate account or from other accounts maintained under this Contract. In the absence of the Participant's direction, or if the Participant's directions cover only part of the amount required to be transferred to the Loan Reserve Account, we will transfer the required (or additional required) amounts from each Investment Option in proportion to the amount that the Participant has in such Investment Options.

The Participant may not make any withdrawals from any part of the Cash Value; or transfer amounts among Investment Options; or make any transfers from this Contract to another 403(b) plan or 403(b) Plan Funding Vehicle; or roll over amounts to another eligible retirement plan until after repayment of the Participant's loan then due, including interest due but not paid.

D. Loan Interest Rate:

- (1) Under a 403(b) Plan not subject to ERISA, we will from time to time set the effective annual rate at which interest on a loan will accrue daily (the “loan interest rate”). Such rate will not be greater than any maximum rate required under any current applicable state or federal law.
- (2) Under a 403(b) Plan subject to ERISA, the applicable provisions of the Plan or the Employer or the Employer's Designee will determine the applicable interest rate at which interest on the loan will accrue daily, subject to any limitations imposed by law. The rate so determined will be a reasonable rate set in accordance with Department of Labor Regulations 2550.408b-1(e), and will be based on prevailing rates available at the date of determination on loans charged by persons in the business of lending money for loans which would be made under similar circumstances. Such rate will not be greater than any maximum rate required under any current applicable state or federal law.

E. Repayments:

The loan must be repaid according to the repayment schedule, which will require that substantially level amortization payments of principal and interest be made no less frequently than quarterly, unless otherwise required or permitted by law. The loan may be repaid in full at any time, including interest due. We will apply payments first to interest due, with the balance applied towards repayment of the loan principal. After any repayment is made, including full repayment of the loan, the principal amount repaid will be transferred from the Loan Reserve Account to the Guaranteed Interest Option and may be withdrawn (if otherwise permitted), transferred to another Investment Option, or applied to an Annuity Benefit.

F. Default:

By each repayment due date (or specified date thereafter according to our then current procedures) if the amount of the loan repayment is less than the amount due or the loan repayment is not received at our Processing Office, we will treat the loan as being in default. We will treat the entire unpaid balance of the loan at that time, including interest due but not paid, as a deemed distribution for federal income tax purposes. We reserve the right to change our procedures at any time.

If the amount in the Loan Reserve Account is not subject to the restrictions described in the Section, “Restrictions on Withdrawals, Distributions, and Payments,” on the Participant’s default we reserve the right to deduct from the Loan Reserve Account an amount equal to the interest and principal payments due, plus any Withdrawal Charges that apply and any required tax withholding.

If the amount in the Loan Reserve Account is subject to the restrictions described the Section, “Restrictions on Withdrawals, Distributions, and Payments”, on the Participant’s default we will designate in the Loan Reserve Account an amount equal to the unpaid balance (interest and principal payments due) at the time of the default. When the Participant’s Contract is no longer subject to the withdrawal restrictions of the Section, “Restrictions on Withdrawals, Distributions, and Payments” we will have the right to foreclose on this amount, and deduct any Withdrawal Charges that would have applied at the time of the default, plus any interest due, and any required

tax withholding. This will be no later than the date the Participant reaches age 59 1/2 or we are notified in writing that another event has occurred which would permit Restricted Amounts to be paid. (Such an event includes a severance from employment with the Employer, disability or death.)

G. Changes:

We have the right to change the loan terms, as long as any such change is made to maintain compliance with the terms of any applicable law or regulations that apply to this Contract.

PART VII ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS

The following language replaces the existing language in the Section:

SECTION 7.06-REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the "Required Minimum Distribution" rules of Sections 403(b) and 401(a)(9) of the Code, including the Treasury Regulations which apply. To the extent that any payment, benefit, or distribution options available to the Participant under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distribution payments to be made during the Participant's lifetime. Subsection B below, describes the Required Minimum Distribution payments to be made after the Participant's death, if the Participant dies before the Participant's entire interest under this Contract is distributed to the Participant.

The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to the Participant's entire interest under this Contract, all as subject to these rules.

If the Participant chooses annual withdrawals, the Participant's annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another 403(b) Plan Funding Vehicle that the Participant maintains, pursuant to Treasury Regulations. If the Participant does not take Required Minimum Distribution payments from this Contract, we will assume that the Participant is taking them from another 403(b) Plan Funding Vehicle that the Participant maintains.

A. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS DURING THE PARTICIPANT'S LIFE

Except as otherwise noted in this Subsection A, the Participant's entire interest under this Contract will be distributed, or begin to be distributed, no later than the Participant's Required Beginning Date. For purposes of this Subsection A the Participant's Required Beginning Date is April 1 of the calendar year following the later of these two choices: (a) the calendar year the Participant reaches age 70 1/2 or (b) the calendar year the Participant retires from employment with the Employer.

If this Contract was purchased with a direct transfer of funds from another 403(b) Plan Funding Vehicle and the Participant has informed us at the time of purchase of the amount of the Participant's December 31, 1986 account balance transferred to this Contract, then payments of

the amount of the Participant's December 31, 1986 account balance transferred to this Contract must begin by age 75.

The Participant's Required Minimum Distribution payment may be computed under any of the methods permitted under Section 401(a)(9) of the Code, including payments over the Participant's life, or the lives of the Participant and the Participant's named Beneficiary, or a period certain not extending beyond the Participant's life expectancy, or the joint and last survivor expectancy of the Participant and the Participant's named Beneficiary. Payments must be made as required by the Required Minimum Distribution rules, including "incidental death benefit" rules described in the Treasury Regulations.

Manner of Payment

The Participant may satisfy the Required Minimum Distribution rules by applying any portion of their entire interest under the Certificate to an Annuity Benefit which satisfies Treasury Regulation Section 1.401(a)(9)-6, or any successor Regulation. The distribution periods described in the preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. If such an Annuity Benefit is elected after your Required Beginning Date, the first payment interval must begin on or before the date amounts are applied to the Annuity Benefit and the payment required for one payment interval must be made no later than the end of such payment interval.

These "lifetime" Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A-14 of Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6 or any successor Regulation.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) lifetime distributions of your interest under the Certificate must be made as follows:

The lifetime Required Minimum Distribution amount to be distributed for each calendar year for which a distribution is required is the lesser of:

- (a) the quotient obtained by dividing the Participant's interest under the Certificate (determined in accordance with Treasury Regulations) by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using your attained age as of your birthday in the calendar year for which the distribution is required; or
- (b) if the Participant's sole designated Beneficiary for the calendar year for which the distribution is required is your spouse, the quotient obtained by dividing the Participant's interest under the Certificate (determined in accordance with Treasury Regulations) by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation, using the Participant's respective attained ages as of the Participant's respective birthdays in the calendar year for which a distribution is required.

For purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under the Participant's Certificate on an irrevocable basis, the Participant's entire interest under the Certificate as of any valuation date includes the dollar amount credited under the Participant's Certificate plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under the Participant's Certificate.

B. REQUIRED MINIMUM DISTRIBUTION RULES – PAYMENTS AFTER THE PARTICIPANT'S DEATH

(a) *Death On or After Lifetime Required Minimum Distribution Payments Begin.* If the Participant dies on or after lifetime Required Minimum Distribution payments begin, the remaining portion of the Participant's interest under this Contract will continue to be distributed at least as rapidly as under the Annuity Benefit or other option chosen under the Participant's Contract.

(b) *Death Before Lifetime Required Minimum Distribution Payments Begin.* If the Participant dies before lifetime Required Minimum Distribution payments begin, the Participant's entire interest will be distributed at least as rapidly as follows:

(1) If the Participant's Beneficiary is an individual other than the Participant's surviving spouse as described in the immediately following paragraph, the Participant's entire interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant's death. In the alternative, the Beneficiary may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below.

(2) If the Participant's sole Beneficiary is the Participant's surviving spouse, the Participant's entire interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70 1/2 if later), over such surviving spouse's life. In the alternative, the Participant's surviving spouse may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below. If the Participant's surviving spouse dies before these required distributions commence to him or her, the Participant's remaining interest under this Contract will be distributed, starting by the end of the calendar year following the calendar year of the Participant's surviving spouse's death, over the Participant's spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the Participant's spouse. In the alternative, that Beneficiary may elect to take distribution of the Participant's entire interest under this Contract in accordance with this Subsection B, paragraph (b)(3) below. If the Participant's surviving spouse dies after these required distributions commence to him or her, any remaining interest will continue

to be distributed under the Annuity Benefit or other option chosen under the Participant's Contract.

(3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the Participant's surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to the surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. For calendar years for which a distribution is required after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

- (c) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on the Participant's Required Beginning Date defined above in Subsection A of this section or, if applicable, on the date distributions are required to begin to the Participant's surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, then required distributions are considered to commence on the annuity starting date.

To the extent that distributions have not begun in the form of an annuity on an irrevocable basis (except for acceleration) distributions of the Participant's interest under this Contract after the Participant's death must be made in accordance with the following sentences. The Required Minimum Distribution for each calendar year for which a distribution is required after the year of the Participant's death is the quotient obtained by dividing the Participant's interest under this Contract (determined under Treasury Regulations) by the remaining life expectancy of the applicable Beneficiary, determined as provided above. The rules applicable to the determination of the Participant's entire interest under this Contract in Subsection A also apply. That is, for purposes of these Required Minimum Distribution rules, prior to commencement of annuity payments under this Contract on an irrevocable basis, the Participant's entire interest under this Contract as of any valuation date includes the dollar amount credited under this Contract plus the actuarial value of any other benefits (such as minimum survivor benefits) that will be provided under this Contract.

PART IX - CHARGES

The name of the Section is changed to “Plan Operating Expense” and the following language replaces the existing language in the Section:

SECTION 9.04-PLAN OPERATING EXPENSE

If we are instructed by the Employer or the Employer's Designee to withdraw a Plan Operating Expense from the Participant's Annuity Account Value, we will withdraw the specified amount on the last Business Day of each calendar quarter, or at any other time to which we agree, and remit the proceeds in accordance with instructions from the Employer or the Employer's Designee. Such instructions may be given by Participant in the absence of instructions from the Employer or the Employer's Designee, in which event we will remit the proceeds to the Plan's duly authorized administrator. AXA Equitable shall have no responsibility for determining that this fee is necessary and proper under the terms of the Plan.

Withdrawals in accordance with this paragraph are not considered withdrawals for purposes of the Sections of the Contract, “General Withdrawals and “Withdrawal Charges”.

PART XI – GENERAL PROVISIONS

The following language replaces the existing language in the Section:

SECTION 11.02-STATUTORY COMPLIANCE

We reserve the right to amend the terms of the Contract and any Contract thereunder without the consent of any other person in order to comply with applicable laws and regulations. Such right will include, but not be limited to, the right to conform the terms of the Contract and any Contract thereunder to reflect changes in the Code, in Treasury regulations or published rulings of the Internal Revenue Service, so that the Contract will continue to be an annuity contract under section 403(b) of the Code.

No amendment to the terms of the Contract and any Contract thereunder may vest in any Employer any interest or control over any assets of the Plan invested in this Contract or cause any such assets to be used for or diverted to, purposes other than the exclusive benefit of Plan Participant's or their Beneficiaries.

The benefits and values available under this Contract will not be less than the minimum benefits required by any applicable federal and/or state law.

The name of the Section is changed to “Nontransferability, Assignments, Nonforfeitability” and the following language replaces the existing language in the Section:

SECTION 11.04-NONTRANSFERABILITY, ASSIGNMENTS, NONFORFEITABILITY

The Participant may not transfer this Contract. This Contract is intended to be nontransferable within the meaning of Section 401(g) of the Code.

No portion of the Participant's interest in this Contract or the Participant's rights under the Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or be security for the performance of an obligation.

No amount payable under this Contract may be assigned, commuted, or encumbered by the payee. To the extent permitted by law, no such amount will in any way be subject to any legal process to subject the same to the payment of any claim against such payee. The foregoing will not apply to any assignment, transfer or attachment pursuant to a qualified domestic relations order as defined in section 414(p) of the Code.

The Participant's entire interest under this Contract is nonforfeitable except as otherwise provided in the section "Forfeitures/Forfeiture Account".

It is impossible, prior to the satisfaction of all liabilities with respect to the Participant and the Participant's Beneficiaries under the Plan, for any part of the assets and income of the Contract to be used for, or diverted to, purposes other than for the exclusive benefit of the Participant and the Participant's Beneficiaries under the Plan.

The name of the Section is changed to "Separate Accounting On Notification Of Disqualification Of The Plan Or Contract" and the following language replaces the existing language in the Section:

SECTION 11.05-SEPARATE ACCOUNTING ON NOTIFICATION OF DISQUALIFICATION OF THE PLAN OR CONTRACT

If we are informed in documentation acceptable to us that the Plan fails to qualify or no longer qualifies as a 403(b) plan, or that this Contract fails to qualify or no longer qualifies in whole or in part as a 403(b) Plan Funding Vehicle, we will separately account for the amounts under the Contract which are not qualified. We will have the right to terminate this Contract. As agreed with the Employer or the Employer's Designee, we will terminate the Employer's Plan participation under the Contract and pay the amounts held in the Investment Options with respect to the Plan, or (ii) transfer the amounts held in the Investment Options to another contract agreed to by the Participant's Employer and us.

However, we may also, at the Participant's request, transfer or roll over the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 11.10-MANNER OF PAYMENT

Unless the Employer and we agree, all amounts paid to or from the Contract are payable by check in United States dollars.

SECTION 11.11-REPORTS AND NOTICES

At least once each year until the Annuity Commencement Date, we will furnish the Participant with a report showing for each Investment Option the Annuity Account Value, the number of Accumulation Units for each Variable Investment Option and for the Fixed Maturity Options, the Fixed Maturity Amount, market value adjustment and Annuity Account Value.

The terms of the Contract which require us to send a report or any written notice will be satisfied by our mailing any such report or notice to the Employer or to the Participant's last known address as shown in our records. Notifications of rules in effect and other matters of general applicability to this Contract may be included in the product prospectus and prospectus supplements as mailed to such address from time to time. The notices and reports may also be delivered by electronic means as agreed upon between us and the Employer or the Participant.

All written notices sent to us will not be effective until received in good order during a Business Day at the Processing Office.

AXA EQUITABLE LIFE INSURANCE COMPANY, a stock company
1290 Ave of Americas, New York, N.Y. 10104

A handwritten signature in black ink, appearing to read "C. Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón
President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin, Vice President
Secretary and Associate General Counsel

<i>SERFF Tracking Number:</i>	<i>ELAS-125815559</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40259</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A02.1G Group Annuities - Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.1G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>EQUI-VEST Series 900</i>		
<i>Project Name/Number:</i>	<i>EQUI-VEST Series 900/2008TSA(900)</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-125815559 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 40259
Company Tracking Number:
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium
Variable and Variable
Product Name: EQUI-VEST Series 900
Project Name/Number: EQUI-VEST Series 900/2008TSA(900)

Supporting Document Schedules

Review Status:

Satisfied -Name: Memorandum of Variable Material

09/15/2008

Comments:

Please see attached Memorandum of Variable Material.

Attachment:

TSA MEMORANDUM OF VARIABLE MATERIAL.pdf

Review Status:

Satisfied -Name: Filing Letter

09/15/2008

Comments:

Please see attached Filing Letter.

Attachment:

AR Filing Letter.pdf

AXA EQUITABLE LIFE INSURANCE COMPANY
Memorandum of Variable Material
For Endorsement 2008TSA(900) and 2008TSAGAC(900)

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The following comments describe the nature and scope of the illustrative and variable material in the Endorsement and are numbered to correspond to the bracketed areas on the forms indicating that they may change.

ENDORSEMENT 2008TSA(900)

1. We reserve the right to change the Enhanced Death Benefit reset period and the maximum maturity age. The range for the reset period is 1-10 years and the range of the maximum maturity age is 85-95.
2. We reserve the right to change the number of loans outstanding at one time and the minimum amount for a loan. The range for a minimum loan amount is \$500-\$5,000. The number of loans that can be outstanding at any one time is between 1 and 2.

ENDORSEMENT 2008TSAGAC(900)

1. We reserve the right to change the Enhanced Death Benefit reset period and the maximum maturity age. The range for the reset period is 1-10 years and the range of the maximum maturity age is 85-95.
2. We reserve the right to change the number of loans outstanding at one time and the minimum amount for a loan. The range for a minimum loan amount is \$500-\$5,000. The number of loans that can be outstanding at any one time is between 1 and 2.



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VIA SERFF

September 15, 2008

Mr. John Shields, Director-Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

RE: AXA Equitable Life Insurance Company

NAIC 968-62944

No.:

FEIN 13-5570651

Form Nos. 2008TSA(900) and 2008TSAGAC(900)

Dear Mr. Shields:

We are filing herewith for the Department's approval the above referenced TSA Annuity Endorsements. These Endorsements are new and will not replace any existing forms. Both Endorsements will be issued to new business clients and will also be made available to existing clients in the TSA market place.

For new business, Endorsement 2008TSAGAC(900) will be issued with group Contract No. 2004TSAGAC and Endorsement 2008TSA(900) will be issued with group Certificate No. 2004TSACERT-A. For existing business, the respective Endorsement will be made available to holders of the previously referenced Contract and Certificate. The Department approved **Contract Form No.2004TSAGAC and Certificate Form No.2004TSACERT-A** on February 28, 2005.

The purpose of the Endorsements is to amend the Contract and Certificate to comply with revisions made to the regulations under section 403(b) of the Internal Revenue Code for Tax-Sheltered Annuities.

As a result of the revised TSA 403(b) regulations a greater administrative responsibility has been placed on Employers who offer these types of arrangements to their employees. As a result, many Employers who are not well equipped to administer their own TSA Plans have hired a Third Party Administrator to administer their TSA Plans. The Third Party Administrator will charge the Employer a fee for their services. In accordance with the terms of the Contract, the Employer may then request to pass this fee along to its employees by requesting that the insurer deduct this fee from the employee's Annuity Account Value. The Endorsement to the Certificate informs the employee how and when this charge will be deducted from their Annuity Account Value.

The Endorsements have been drafted in consultation with our senior tax counsel. The required filing fee is being paid via SERFF EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and

be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

We look forward to the Department's approval of these forms. If you have any questions, please feel free to call me collect at the above number or you may call Greg Prato at (212) 314-5710.

Sincerely,

A handwritten signature in cursive script that reads "Paul A. Bernitt".

Paul Bernitt
Policy Form Manager